TENDER DOCUMENT

FOR

TRANSPORTATION OF COAL FROM DIFFERENT SOURCES TO DIFFERENT DESTINATIONS INCLUDING ALLIED JOBS

AT

KUSUNDA AREA
BCCL

BHARAT COKING COAL LIMITED
(A Subsidiary of Coal India Limited)
KOYLA NAGAR, DHANBAD 826005

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BHARAT COKING COAL LIMITED

(A Subsidiary of Coal India Limited)

KOYLA BHAWAN, DHANBAD

TENDER DOCUMENT

PART – I

Contains **45** marked pages

JOB No Kusunda/CS/09/5of 5 Yrs

NAME & PLACE OF WORK **-** TRANSPORTATION OF COAL FROM DIFFERENT SOURCES TO DIFFERENT DESTINATIONS INCLUDING ALLIED JOBS AT KUSUNDA AREA

NIT NO - BCCL/CMC/F-NIT/2009/594 Dt. 06.05.09

CORRIGENDUM NO- BCCL/CMC/F-NIT-Corrg/Kusunda/2009/630 dt 13.05.09

Estimated Cost - As per NIT

Date & time of submission of Tenders . - As per NIT

Date & Time opening Of tender (Part-I) - As per NIT

Name & address of the Tenderer to whom issued. ……..

……

……

Date of issue. - ……

Cost of Tender Document (non-refundable) - As per NIT

Ref of Cost of Tender Document - ……..

……..

……..

Signature of the Official
Issuing Tender Document

BHARAT COKING COAL LIMITED
(A SUBSIDIARY OF COAL INDIA LIMITED)
CONTRACT MANAGEMENT CELL
Level – V, Koyla Bhawan, Dhanbad - 826005.

BCCL/ CMC/ F- NIT-Corrg / Kusunda /2009/ 630 date 13.05.09

CORRIGENDUM

Following clauses of the Tender Notice No. BCCL/ CMC/ F- NIT / Kusunda /2009/ 594 date 06.05.09 invited for Transportation of coal from different sources to different destination in Kusunda Area of BCCL shall be read as follows.

Clause No. 2 Earnest Money

Earnest Money/ Bid Security of Rs 4,35,800/- (Rs Four lakhs thirty five thousands eight hundred only) is to be deposited in the form of irrevocable Bank Guarantee (from any Scheduled Bank payable at its branches at Dhanbad/ Kolkata) with validity 28 (Twenty eight) days beyond the validity of the Bid in the format given in the Bid Document. Certified Cheques and Demand Drafts will also be acceptable as Earnest Money/ Bid Security drawn in favour of "Bharat Coking Coal Limited" on any scheduled Bank payable at its branch at Dhanbad.

Clause No. 3 Availability of Tender Documents

a) Tender documents including terms and conditions of work, shall be available on any working days in working time from 03.06.09 to 20.06.09 from the following places on payment of cost of Tender Document either in cash or by Bank Draft drawn in favour of "Bharat Coking Coal Limited" on any scheduled Bank payable at its branches at Dhanbad ,

I. Office of the General Manager (CMC), Level- V, Koyla Bhawan, Koyla Nagar, Dhanbad – 826005, Jharkhand.

II. Office of the Chief Sales Manager, BCCL, Sales & Marketing Deptt., 6, Lyons Range, Kolkata – 700001.

b) Tender Documents can also be downloaded directly from the Web-site of BCCL at htpp:// bccl.cmpdi.co.in and such tenderers, while submitting their tenders will have to enclose a Bank Draft towards cost of Tender Document along with their tenders in a separate envelope marked "Cost of Tender Documents and the Undertaking" and not with Part-I / EMD.The Bank Draft from any Scheduled Bank should be drawn in favour of M/s.Bharat Coking Coal Limited, payable at its branches at Dhanbad.

All other clauses of the above NIT will remain same.

-sd-
General Manager (CMC)

D I S T R I B U T I O N:

PRO – with a request to publish the abridged Corrigendum Notice as enclosed in the local and national newspapers in which original Tender Notice was published as per norms of the Company and also advice the publisher concerned to send the paper cutting to the Tendering Authority.

Contd on..2

Sri BN Sahay, SE (Excv), CMC – For uploading the above Corrigendum Notice in company's website. The downloading facility should be available during the period of sale of tender paper.

Sri C. S. Samal, IAS (Retd), CA- 193, Sector I, Bidhan Nagar, Kolkata-700064

Cc: D (T) OP/D (T) P&P/D (F)/D (P)/CVO.
CC: CGM (Cordn)/GM (Finance)/CGM (S&M)/GM (Excvn)/ GM (IE) / GM(System)
Cc: Sr.ES to CMD for kind information of CMD.
Cc: GM (Admn) with a request to display this NIT in Koyla Bhawan Notice Boards.
Cc: All CGMs/GMs in the Areas including Washery Zones for wide circulation through display in the Notice Boards.
Cc: Chief Sales Manager, Sales & Marketing Deptt, BCCL, 6,lyons Range, Kolkata – for necessary action.
Cc: CGM (Production), CIL, Kolkata.
Cc: General Manager (Contract Management Cell), ECL/WCL/CCL/SECL/ NCL/MCL.- for wide publicity.

BHARAT COKING COAL LIMITED

(A SUBSIDIARY OF COAL INDIA LIMITED)

CONTRACT MANAGEMENT CELL

Level – V, Koyla Bhawan, Dhanbad - 826005.

NIT No. BCCL/ CMC/ F- NIT / 2009/ 594 Date 06.05.09

Sealed tenders are invited from reputed and experienced transport contractors for transportation of coal by tipping trucks for the under mentioned work(s):

Name of work	Quantity	Estimated value	Cost of Tender document	EMD	Work Period
Transportation of coal from different sources to different destination in Kusunda Area of BCCL Job No.Kusunda / CS/ 09/ 5 of 5 Years	3677200 Te	Rs 21,78,60,776/-	Rs 5,000/- (Non refun-dable)	Rs 4,35,800/-	60 Months

1. <u>Eligibility Criteria</u>

a) The intending tenderer must have in its name as a prime contractor experience of having successfully executed works of similar nature (such as transportation / removal of coal/overburden/ shale/extraneous material/ sand/etc) valuing 65% of the annualized value of the work put to tender in any year during last 7 (seven) years ending last day of month previous to the one in which bid application are invited.

Incase the bidder is not a prime contractor but a sub contractor the bidder experience as sub contractor will be taken into account if: -

i. The contract in support of qualification is a sub contract in compliance with the provisions of such sub contract in the original contract awarded to prime contractor.

Joint ventures are also acceptable. The requirement in respect of Joint Ventures is detailed in tender document.

b) Evidence of adequacy of working capital (at least 20% of annualised value of the work) of this contract, the bidders should a certificate of solvency/access to lines of credit and availability of other financial resources. Such certificate should be dated within 3 (three) months before the date of tender opening.

c) The fleet requirement is indicated as below

Description	Total Fleet requirement	Minimum Fleet to be owned by bidder (*)
Tipper (Nos / Capacity)	27 Nos/ 270 Te	6 Nos / 60 Te
Pay loader (Nos / Capacity)	3 Nos each of 2.5 Cum	1 No of 2.5 Cum

(*) The minimum fleet requirement to be owned by bidder indicated for the respective works are out of the total fleet requirement for the entire work. Balance fleet requirement can either be owned or hired by the bidder.

2. Earnest Money

Earnest Money/ Bid Security of Rs 4,35,800/- (Rs Four lakhs thirty five thousands eight hundred only) is to be deposited in the form of irrevocable Bank Guarantee (from Scheduled Bank/ Branch acceptable to the owner) with validity 28 days beyond the validity of the Bid in the format given in the Bid Document. Certified Cheques and Demand Drafts will also be acceptable as Earnest Money/ Bid Security drawn in favour of Bharat Coking Coal Limited on any scheduled Bank payable at its branch at Dhanbad. Earnest Money/ Bid Security of the unsuccessful bidder shall be refundable as promptly as possible after opening of Price Bid and finalisation of the tender and shall bear no interest.

3. Availability of Tender Documents

Tender documents including terms and conditions of work, shall be available on any working day from 03.06.09 to 20.06.09 on payment of cost of Tender Document, from the following places:

(i) Office of the General Manager (CMC), Level- V, Koyla Bhawan, Koyla Nagar, Dhanbad – 826005, Jharkhand on any working day in working time.

(ii) Office of the Chief Sales Manager, BCCL, Sales & Marketing Dept., 6, Lyons Range, Kolkata – 700001 on any working day in working time.

(iii) Tender document can also be downloaded directly from the website of BCCL at http: // bccl.cmpdi.co.in.

4. General Instructions for Submission of Tender

a) Tenderer is required to submit his offer in sealed covers giving reference to this Tender Notice No. and date, containing offers in two parts- I & II as specified in the tender documents. Part I & II should also be in sealed covers clearly super-scribing as part I & II on the respective envelopes giving reference to the serial number of the work and the work description for which he is submitting his tender.

b) The company shall not be responsible for any delay/ difficulties / inaccessibility of the downloading facility for any reason whatsoever. The downloading facility shall be available during the period of sale of tender paper.

c) The bidders, who will download the tender documents from the website of the company, will be required to pay the cost of tender documents (application fee) by Bank Draft drawn in favour of Bharat Coking Coal Limited on any scheduled Bank payable at its branch at Dhanbad at the time of submission of tenders.

d) The bidders will be required to submit an undertaking that they will accept the tender documents as available in the website and their tender shall be rejected if any tampering in the tender document is found to be done at the time of opening of tender.

e) The bank draft towards the cost of tender documents (application fee) and the undertaking of the tenderer (as stated above) shall be submitted in a separate envelope marked "Cost of Tender Documents and the Undertaking" and not with Part-I / EMD.

f) In case of any discrepancy between the tender documents downloaded from website and the master copy available in the office, the latter shall prevail and will be binding on the tenderers. No claim on this account will be entertained.

g) For detailed information and items of work, please see Tender Document on our website or contact Office of the General Manager (CMC), BCCL, Level-V, Koyla Bhawan, Koyla Nagar, Dhanbad – 826005.

5. Validity Period of Offer

The rates offered in Part II should be valid for 120 days from the date of submission of Part I of the tender.

Part II envelopes will be opened only in respect of such tenderers as are found valid after scrutiny of part I.

6. Receipt of Tenders

Tenders will be received in sealed covers up to 15.30 hours on 30.06.09 at the following offices:

(i) Office of the General Manager (CMC), Level- V, Koyla Bhawan, Koyla Nagar, Dhanbad – 826005, Jharkhand.

(ii) Office of the Chief Sales Manager, BCCL, Sales & Marketing Deptt., 6, Lyons Range, Kolkata – 700001.

7. Opening of Tenders

Tenders will be opened at 16.00 hours on 01.07.09 at the office of the General Manager, Contract Management Cell, Level-V, Koyla Bhawan, Koyla Nagar, Dhanbad – 826005.

8. The bidders are required to sign the "**Integrity Pact"** as per format given in the tender document Part-I. Name and Address of Independent External Monitor is as follows;

Sri C. S. Samal, IAS (Retd), CA- 193, Sector I, Bidhan Nagar, Kolkata-700064

The company is not under any obligation to accept the lowest tender/tenders and reserves the right to reject any or all the tenders without assigning any reason whatsoever, and also to distribute the work and allot the work/works to more than one tenderer, at its sole discretion.

OUR AIM – QUALITY COAL TO CONSUMERS

-sd-
General Manager(CMC)

Distribution:

Sri C. S. Samal, IAS (Retd), CA- 193, Sector I, Bidhan Nagar, Kolkata-700064

PRO– with a request to upload NIT as above on Company's Web site in full. The downloading facility should be available during the period of sale of tender paper and also to publish the above Notice as directed by FDs, in local as well as National dailies as per norms of the Company and also advice the publisher concerned to send the paper cutting to the Tendering Authority.

Sri BN Sahay, SE(Excv),CMC **– For uploading the above Notice in company's website. The downloading facilities of tender document should be available during sale period.**

Inspector, CISF- with a request to deploy security personnel at the office of GM (CMC), Level-V, Koyla Bhawan on receipt date of tender from 9.30 A.M to 5.00 P.M and on opening date of tenders from 3.00 P.M till end of the meeting.

Cc: D (T) OP/D (T) P&P/D (F)/D (P)/CVO.

CC: CGM (Cordn)/GM (Finance)/CGM (S&M)/GM (Excvn)/ GM (IE) / GM(System)

Cc: Sr.ES to CMD for kind information of CMD.

Cc: GM (Admn) with a request to display this NIT in Koyla Bhawan Notice Boards.

Cc: All CGMs/GMs in the Areas including Washery Zones for wide circulation through display in the Notice Boards.

Cc: Chief Sales Manager, Sales & Marketing Dept, BCCL, 6,lyons Range, Kolkata.

Cc: CGM (Production), CIL, Kolkata.

Cc: General Manager (Contract Management Cell), ECL/WCL/CCL/SECL/ NCL/MCL.

ADDENDUM

The following clause shall appear –

Under clause 11 of **General Terms and Conditions** pertaining to Responsibilities of the contractor as last para of sub clause – iii

11(iii) The contractor/ contractors shall at all times ensure that all dumpers / tippers engaged in mining related activity are provided/fitted **(i)** Full cabin canopy,(ii) tail lamp guard kit,(iii) propeller shaft guard, (iv)blind spot mirror, (v) body locking device, (vi)reflex reflector on body, (vii)seat belt reminder, (viii)limiting speed device, (ix)audio-visual alarm during reverse gear with flasher, (x)provision of two brakes, (xi)exhaust / retard brake, (xii)body lifting position locking arrangement and (xiii)semi automatic fire suppression system in addition to other safety features.

The contractual agency shall comply with all safety aspects and different statutes of DGMS regarding safety of men and equipment . In case the executing authority finds any deviations, such vehicles / equipments should be stopped forthwith and and alternative vehicle / equipments are to be deployed by the executing contractor immediately.

Under a new clause – 14 of **General Terms & Conditions**

14 (i) Contractor shall ensure training as per vocational training rule in the companies training center and the concern trainee will be entitled for receiving stipend as per VTC rule.

(ii) The cost of "stipend " paid during the training period period shall be factored into while quoting the price bid.

(i) To extend the facility to impart VTC training to contractor's workers before they are deployed in the mine.

(ii) Training card shall be issued on completion of said training.

(iii) It should be made mandatory on the contractor that only training card holder is allowed to work in the mine where outsourcing work is being carried out.

(iv) Regular checking will be carried out by Area safety Officer to ensure that only training card holder is allowed to work.

Under clause- 6 of **Special Terms and Conditions** for transport contract respectively

The lead distance slab in transportation of coal/sand/OB should be within a particular distance slab if the distance measurement falls within that slab and if any extra distance is beyond a particular distance slab it should be considered for the next slab i.e. if distance is within and up to 1 Km it should be in distance slab of 0-1 Km and if it is more than 1 Km and within & up to 2 Km it should be considered in 1-2 Km slab and so on and the rates/ payment should made accordingly.

If the actual measured distance in a particular slab falls within +100 metres from upper limit of that slab then it should be measured thrice by the standing distance measurement committee and lowest of three measurement would be taken as actual distance. Then it will be verified by a check measurement committee at Headquarter level duly constituted by Director (Technical) Operation. The observation of the check measurement committee will be taken as final and binding.

Under clause- 31 of **Special Terms and Conditions** for transport contract

31.04 The payment of wages to the contract workers should be made strictly through bank cheques, incase of contract for a period of more than six months.

Under a new clause – 38.0 of **Special Terms & Conditions**

38.0 Area Management at the risk & cost of the contractor will compensate any failure on account of transportation of coal on day-to-day basis by engaging any other available resources including ESM Transport Company.

38.01 Area Management will have the flexibility of diverting the fleet as per need to augment the production & dispatch programme as & when require.

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INSTRUCTIONS TO BIDDERS

1. SCOPE OF TENDERER

1.1 The Bharat Coking Coal Limimted (referred to as Employer in these documents) invites bids for the works as mentioned in the Notice Inviting Tenders (NIT). The tenderers should submit tenders for any or all of the works mentioned in the NIT.

1.2 The successful Bidder will be expected to complete the Works by the Intended Completion Date specified in the tender document.

2. ELIGIBLE TENDERERS

2.1 The Invitation for Bids is open to all Bidders eligible to participate as per qualifying criteria laid down separately hereinafter.

2.2 All bidders shall provide in their bid Forms of Bid and Qualification Information.

2.3 Joint Venture: Two or three companies/ contractors may jointly undertake contract/contracts. Each entity will be jointly responsible for completing the task as per the contract.

2.4 The Company reserves its right to allow Public Enterprises purchase preference facility as admissible under prevailing policy.

3. QUALIFICATION OF THE TENDERER

3.1 In the event that prequalification of potential bidders has been undertaken, only Bids from pre-qualified bidders will be considered for award of Contract. These qualified bidders should submit with their Bids any information updating their original prequalification applications or, alternatively, confirm in their Bids that the originally submitted prequalification information remains essentially correct as of the date of Bid submission. The update or confirmation should be provided in the bid.

3.2 If the employer has not undertaken pre-qualification of potential bidders, all bidders shall include the following information and documents with their bids (copies of all documentary evidences are to be duly authenticated by the tenderers/ constituted attorney of the tenderer with full signature and seal. All signed declarations are to be made in the tenderer's letter head.) :

a. copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of signatory of the Bid to commit the Bidder.
b. experience of having successfully executed similar works during last seven years.
c. experience in works of similar nature and size for each of the last seven years, and details of work under way or contractually committed; and the name and address of clients who may be contacted for further information on those contracts;
d. major items of loading/unloading/transportation equipment proposed to carry out the Contract;
e. *deleted*
f. in support of evidence of adeququacy of working capital (at least 20% of the annualized value of the work) for this contract, the bidder should submit a certificate of solvency/ access to lines of credit and availability of other financial resources. Such certificate shall be dated within three months before the date of tender opening.
g. authority to seek references from the Bidder's bankers;
h. *deleted*
i. proposals for subcontracting components of the Works amounting to more than 10 percent of the Contract Price ;
j. Permanent Income Tax Account No.(PAN) ;
k. Two or three companies/contractors participating in the bid as Joint Venture should submit Firm-wise participation details, Banker's name, execution of work with details of contribution of each and all other relevant details.

Note: The intending tenderer will have to submit a declaration in support of the authenticity of the credential submitted by them alongwith the tender in the form of an affidavit as per the format provided in the bid document.]

3.3 To qualify for award of the contract -

a) The intending tenderer must have in its name as a prime contractor experience of having successfully executed works of similar nature (such as Transportation/ Removal of Coal/ Overburden/ Shale/ Extraneous materials/ Sand/ etc) *valuing 65%* of the annualised value of the work put to tender in any year during last 7(seven) years ending last day of month previous to the one in which bid applications are invited.

In case the bidder is not a prime contractor but a sub-contractor,

The bidder experience as sub-contractor will be taken into account if :-

i) The contract in support of qualification is a sub-contract in compliance with the provision of such sub-contract in the original contract awarded to prime contractor.

b) evidence of possessing adequate working capital (at least 20% of the annualized value of this work) inclusive of access to lines of credit and availability of other financial resources to meet the requirement.

c) ownership of a fleet of minimum 1/5th of the tipping trucks/trucks and equipment required for the annualized work. If the 1/5th requirement is a fraction, next whole number should be taken.

Note: Financial turn over and cost of completed works of previous works shall be given a weightage of 5% per year (average annual rate of inflation) to bring them at current price level.)

3.4 Sub contractors experience and resources will not be taken into account in determining the Bidders' compliance with qualifying criteria.

3.5 Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:

a. made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or

b. *deleted*.

Notes : I) The qualification criteria shown above are to be considered as a standard for normal works.

4. **ONE BID PER BIDDER**

4.1 Each Bidder shall submit only one Bid, either individually, or as a partner in a partnership firm or a partner in a joint venture or a public limited firm. A Bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.

5. **COST OF BIDDING**

5.1 The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible or liable for those costs.

6. **SITE VISIT**

6.1 The Bidder, at the Bidder's own responsibility, cost and risk, is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.

6.2 It shall be deemed that the tenderer has visited the site/area and got fully acquainted with the working conditions and other prevalent conditions and fluctuations thereto whether he actually visits the site/area or not and has taken all the factors into account while quoting his rates.

7. **CONTENT OF BIDDING DOCUMENTS**

7.1 The set of bidding documents comprises the documents listed in the table below and addenda issued in accordance with Clause 9:

Notice Inviting Tender

Section 1 Instructions to Bidders;

Section 2 Forms of Bid and Qualification Information;

Section 3 Conditions of Contract;

Section 4 Forms of Securities and form of Article of Agreement.

Section 5 Scope of work/Bill of Quantities;

8. CLARIFICATION OF BIDDING DOCUMENTS

8.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Employer in writing at the Employer's address indicated in the Notice Inviting Tender. The Employer will respond to any request for clarification received earlier than 15 days prior to the deadline for the submission of Bids. Copies of the Employer's response will be forwarded to all purchasers of the bidding documents, including a description of the inquiry but without identifying its source.

8.2 …Pre-bid meeting: A pre-bid meeting may be held (if the subsidiary company feels it necessary) on……at……..hrs at the office of…….to clarify the issues and to answer questions on any matter that may be raised at that stage.

9. **AMENDMENT OF BIDDING DOCUMENTS**

9.1 Before the deadline for submission of Bids, the Employer may modify the bidding documents by issuing addenda.

9.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing or by cable to all purchasers of the bidding documents. Prospective Bidders shall acknowledge receipt of each addendum by cable to the Employer.

9.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer shall extend, as necessary, the deadline for submission of Bids, in accordance with Sub-clause 18.2 below.

10. **LANGUAGE OF BID**

10.1 All documents relating to the Bid shall be in the English language.

10.2 *deleted*

11. **DOCUMENTS COMPRISING THE BID**

11.1 The Bid, comprising of two parts, will be submitted by the bidder as follows :

a. Part I of the bid to be submitted in Ist inner sealed envelope comprising of

(i) bid security/earnest money deposit,

(ii) letter of the bidder submitting the bid in the form as stipulated in 'Contractor's bid' of the bid document and

(iii) qualification information as indicated in the bid document and Documents as required in accordance with stipulations of the bid document and any other materials required to be completed and submitted by bidder in accordance with these instructions.

(iv) The original bid document issued to the bidder duly signed by authorised signatory of the bidder on all pages as proof of accepting the conditions of contract (excluding the price bid).

b. Part II of the bid to be submitted in the IInd inner sealed envelope comprising of Priced Bill of Quantities.

c. Both the inner sealed envelopes will then be placed in one outer envelope, sealed and marked properly as per Clause 17 and submitted to the Employer at its address before the deadline for submission of the bid as described in Clause 18.

12. **BID PRICES**

12.1 The Bidders shall offer for the whole Works as described in Sub-Clause 1.1, based on the priced Bill of Quantities submitted by the Bidder, however, the Employer reserves the right to allot part of the work at their discretion and no claims, whatsoever, shall be entertained in this regard.

12.2 The Bidder shall fill-in rates and prices for all items of the Works described in the Bill of Quantities. Corrections, if any, shall be made by crossing out, initialing, dating and rewriting.

12.3 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause as applicable on the last date of submission of tender, shall be included in the rates, prices and the total Bid Price submitted by the Bidder. All incidentals, overheads, etc. as may be attendant upon execution and completion of works shall also be included in the rates, prices and total Bid price submitted by the bidder.

However, such duties, taxes, levies etc. which is notified after the last date of submission of tender and/ or any increase over the rate existing on the last date of submission of tender shall be reimbursed by the company on production of documentary evidence in support of payment actually made to the concerned authorities.

12.4 The rates and prices quoted by the Bidder shall be fixed for the duration of the contract and shall not be subject to variations on any account except to the extent variations allowed as per the conditions of the contract of the bidding document.

13. **CURRENCIES OF BID AND PAYMENT**

13.1 The unit rates and prices shall be quoted by the Bidder entirely in Indian Rupees.

14. **BID VALIDITY**

14.1 Bid shall remain valid for a period not less than four calendar months after the deadline for bid submission specified in Clause 18. A bid valid for a shorter period shall be rejected by the Employer .

14.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidder's responses shall be made in writing. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid but will be required to extend the validity of his bid security for a period of the extension, and in compliance with Clause 15 in all respects.

15. **BID SECURITY/EARNEST MONEY DEPOSIT**

15.1 The bidder shall furnish, as part of his bid, a Bid Security/Earnest Money in the amount as shown in NIT for this particular work. Bid Security/EMD will be required to be deposited in the form of irrevocable Bank Guarantee (from Scheduled Bank/ Branch acceptable to the owner) with validity 28 days beyond the validity of the Bid in the format given in the Bid Document. Certified Cheques and Demand Drafts will also be acceptable as Bid Security/ Earnest Money drawn in favour of Bharat Coking Coal Ltd. on any Scheduled Bank payable at its branch at Dhanbad.

15.2. Any Bid not accompanied by an acceptable Bid Security/ /EMD shall be rejected by the Employer as non-responsive.

15.3 The Bid Security/ /EMD of the unsuccessful bidder shall become refundable. The unsuccessful bidder for this purpose means the bidder who have not qualified for opening of Part-II (Price Bid) and those who have not emerged as L-I tenderer after opening of Price Bid.

15.4 The Bid Security/ /EMD of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Performance Security/Security Deposit.

15.5 The Bid Security/Earnest Money may be forfeited:

a. if the Bidder withdraws the Bid after Bid opening during the period of Bid validity; or

b. in the case of a successful Bidder, if the Bidder fails within the specified time limit to:

(i) sign the Agreement; or

(ii) furnish the required Performance Security/ Security Deposit.

c. if the bidder does not accept the correction of the bid price pursuant to clause 25 of ITB.

15.6 The Bid Security/ EMD deposited with the Employer will not carry any interest.

16. FORMAT AND SIGNING OF BID

16.1 The Bidder shall prepare the bidding documents comprising the Bid as described in Clause 11 of these instruction to Bidders.

16.2 All documents of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorised to sign on behalf of the Bidder, pursuant to Sub-Clauses 3.3(a). All pages of the Bid document shall be initialled by the person or persons signing the Bid.

16.3 The Bid shall contain no alterations, or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the Bid. Erasing or overwriting in the bid document may disqualify the bidder.

17. **SEALING AND MARKING OF BIDS**

17.1 The Bidder shall seal the Bid in two inner envelopes and one outer envelope, duly marking the inner envelopes in the following manner :

Ist inner sealed envelope will be marked " Part I - Bid for_____ _____ comprising Bid Security/EMD with qualification information "

IInd inner sealed envelope will be marked as " Part II - Price Bid for _____ _____ _____ "

Outer Sealed envelope will be marked as " Bidding Documents for _____ _____ _____."

17.2 The inner envelopes placed in outer envelopes shall :

a. be addressed to the Employer at the following address:

Chief General Manager (CMC) BCCL

Level V,Koyla Bhawan,Dhanbad 826 005. And

b. inner and outer envelopes will bear the following additional identification:

Bid for _____ .

Bid Reference No.

DO NOT OPEN BEFORE _____ HRS IST on _____.

17.3 In addition to the identification required in Sub-Clause 17.2 the inner and outer envelopes shall indicate the name and address of the Bidder.

17.4 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.

18. **DEADLINE FOR SUBMISSION OF BIDS**

18.1 Bids shall be delivered to the Employer at the address specified above no later than _____Hrs on _____In the event of the specified date for the submission of bids being declared a holiday for the Employer, the Bids will be received upto the appointed time on the next working day.

18.2 The Employer may extend the deadline for submission of Bids by issuing an amendment in accordance with Clause 9, in which case all rights and obligations of the Employer and the Bidders previously subject to the original deadline will then be subject to the new deadline.

19. **LATE BIDS**

19.1 Any Bid received by the Employer after the deadline prescribed in Clause 18 due to any reason whatsoever will not be accepted.

20. **MODIFICATION AND WITHDRAWAL OF BIDS**

20.1 Bidders may modify or withdraw their Bids by giving notice in writing before the deadline prescribed in Clause 18 in case the bidder has submitted the bid well before the deadline.

20.2 Each Bidder's modification or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause 11, 16, 17 and 18, with the outer and inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL" ,as appropriate.

20.3 No Bid may be modified after the deadline for submission of Bids.

20.4 Withdrawal of a Bid between the deadline for submission of Bids and the expiration of the period of Bid validity specified in the Bidding Data or as extended pursuant to Sub-Clause 14.2 may result in the forfeiture of the Bid Security pursuant to Clause 15.

21. **BID OPENING**

21.1 The Employer will open the Part-I of the bids, including modifications made pursuant to Clause 20, in the presence of the bidders' or their representatives who choose to attend at the time and in the place specified in Clause 18. In the event of the specified date of Bid opening being declared a holiday for the Employer, the Bids will be opened at the appointed time and location on the next working day.

21.2 The Part-II of the bids of the bidders, which are substantially responsive and conforms to the terms and condition, will be opened after evaluation of Part I offer and notified to the Bidders who fulfill the requisite qualifying criteria laid down in the bidding document. In the event of the specified date of Bid opening being declared a holiday for the Employer, the Bids will be opened at the appointed time and location on the next working day.

21.3 Envelopes marked "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause 20 shall not be opened.

21.4 The Bidders' names, the Bid Prices, the total amount of each Bid and any discounts, Bid modifications and withdrawals, the presence or absence of Bid Security, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening.

22. **PROCESS TO BE CONFIDENTIAL**

23.1 Information relating to the examination, clarification, evaluation and comparison of Bids and recommen-dations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any effort by a Bidder to influence the Employer's processing of Bids or award decisions may result in the rejection of his Bid.

23. **CLARIFICATION OF BIDS**

23.1 To assist in the examination, evaluation, and comparison of Bids, the Employer may, at the Employer's discretion, ask any Bidder for clarification of the Bidder's Bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing.

24. **EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS**

24.1 Prior to the detailed evaluation of Bids, the Employer will determine whether each Bid:

a. meets the eligibility criteria defined in Clause 3;

b. has been properly signed;

c. is accompanied by the required securities; and

d. is substantially responsive to the requirements of the Bidding documents.

24.2 A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding documents without material deviation or reservation. A material deviation or reservation is one :

a. which affects in any substantial way the scope, quality, or performance of the works;

b. which limits in any substantial way, inconsistent with the Bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or

c. whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

24.3 If a Bid is not substantially responsive, it may be rejected by the Employer at its sole discretion.

25. **CORRECTION OF ERRORS**

25.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetical errors. Errors will be corrected by the Employer as follows :

a. where there is a discrepancy between the amounts in figures and in words, the amounts in words will govern; and

b. where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

c. discrepancy in totaling or carry forward in the amount quoted by the contractor shall be corrected .

The tendered sum so corrected and altered shall be substituted for the sum originally tendered and considered for acceptance instead of he original sum quoted by the tenderer alongwith other tender/tenders. Rounding off to the nearest rupee should be done in the final summary of the amount instead of in totals of various sections of the offer.

25.2 The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, shall be considered as binding upon the Bidder.

26. **EVALUATION AND COMPARISON OF BIDS**

26.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause 24.

26.2 In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows :

a. making any correction for errors pursuant to Clause 25.

b. making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Clause 20.

26.3 The Employer reserves the right to accept or reject any variation or deviation. Variations , deviations and other factors that are in excess of the requirements of the Bidding documents or otherwise result in unsolicited benefits for the employer shall not be taken into account in Bid evaluation.

26.4 If the Bid of the successful Bidder is seriously unbalanced in relation to the Engineer's estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the methods and schedule proposed.

27. **AWARD CRITERIA**

27.1 Subject to Clause 28, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding documents and who has offered the lowest evaluated Bid Price, provided that such Bidder has been determined to be:

a. eligible in accordance with the provisions of Clause 2; and

b. qualified in accordance with the provisions of Clause 3.

28. **EMPLOYER'S RIGHT TO ACCEPT ANY BID, NEGOTIATE AND TO REJECT ANY OR ALL BIDS**

28.1 Notwithstanding Clause 27, the Employer reserves the right to accept, negotiate or reject any Bid , and to cancel the bidding process and reject all Bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Employer's action.

29. **NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT**

29.1 The Bidder, whose Bid has been accepted, will be notified of the award by the Employer prior to expiration of the Bid validity period by cable, telex, or facsimile confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution and completion of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called "the Contract Price").

29.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of a Performance Security/Security Deposit in accordance with Clause 30.

29.3 The Agreement will incorporate all agreements between the Employer and the successful Bidder within 28 days following the notification of award along with the letter of Acceptance.

29.4 *deleted*

30. **PERFORMANCE SECURITY/SECURITY DEPOSIT**

30.1 Security Deposit shall consist of two parts;

a) Performance Security to be submitted at award of work and

b) Retention Money to be recovered from running bills.

The security deposit shall bear no interest.

30.2 Performance Security should be 5% of annualized value of contract amount and should be submitted within 28 days of receipt of LOA by the successful bidders in any of the form given below

- a Bank Guarantee in the form given in the bid document
- Govt. Securities, FDR or any other form of deposit stipulated by the owner
- Demand Draft drawn in favour of Bharat Coking Coal Ltd on any Scheduled Bank payable at its Branch at Dhanbad.

The bid security deposited in the form of Bank Guarantee shall be duly discharged and returned to the contractor. The bid security deposited in the form of Demand draft shall be adjusted against the security deposit.

If performance security is provided by the successful bidders in the form of bank guarantee it shall be issued either -

(a) at Bidder's option by a nationalized/Scheduled Indian Bank or

(b) by a foreign bank located in India and acceptable to the employer.

(c) the validity of the Bank Guarantee shall be for a period of one year or ninety days beyond the period of contract, whichever is more.

Failure of the successful bidder to comply with the requirement as above shall constitute sufficient ground for cancellation of the award of work and forfeiture of the bid security.

30.3 Retention Money should be deducted at 5% from running bills. Total of performance security and Retention Money should not exceed 10% of annualized value of contract amount or lesser sum indicated in the bid document.

30.4 5% Performance Security should be refunded within 60 days of the completion of the work. (The date of completion of the work will be certified by the Engineer-in-charge).

31. **EMPLOYMENT OF LOCAL LABOUR**

31.1 "Contractors are to employ, to the extent possible, only local project affected people and pay wages not less than the minimum wages fixed by the Law of the Land".

32 **Legal Jurisdiction**

32.1 Matter relating to any dispute or difference arising out of this tender and subsequent contract awarded based on the bid shall be subject to the jurisdiction of Dhanbad court only.

FORMS OF BID AND QUALIFICATION INFORMATION
(To be filled in by the bidder)

PART-I
CONTRACTOR'S BID

Sub : BID for the Work_____

To :

_____
_____
_____

Dear Sir,

We offer to execute the Works described above in accordance with the Conditions of Contract accompanying the Bidding Document issued to us. The Bid Security/Earnest Money in accordance with the NIT and Instructions to Bidders amounting to Rs ..... (in figures) .... (in words) in the form as stipulated in Clause --- of the Instructions to Bidders is enclosed herewith(*to be filled in by the Bidder*).

This Bid and your written acceptance of it shall constitute a binding contract between us . We understand that you are not bound to accept the lowest or any Bid you receive.

We hereby confirm that this Bid complies with the Bid validity and Bid security required by the Bidding documents. We also confirm that E.M.D. and other required documentary evidences related to this part of the Bid are enclosed (As listed below) herewith either in original/ copies attested by Gazetted Officer/ copies duly authenticated by us with signature and seal alongwith affidavit as per the format provided in the bid document..

Yours faithfully,

Authorised Signature : _____
Name and Title of the Signatory : _____
Name of the Bidder : _____ (the Contractor)
Address : _____
Date :_____
(To be filled in by the Bidder)

Enclo :

i) EMD of Rs. _____ vide _____ dt.
ii)
iii)
iv)

QUALIFICATION INFORMATION

(In sealed cover)

(The information to be submitted by the Bidders)

1. Bidders' Details

1.1 Constitution or Legal status of Bidder (attach copy)

Place of registration : _____

Principal place of business : _____

Power of Attorney of signatory Bid : (attach)

1.2 Details of the turnover :

Annual Turnover Data (Transportation only)		
Year	Turnover in Rs.	Remarks
1		

1.3 Joint Venture details:

Name of all partners of a joint venture
1. Lead partner
2. Partner
3. Partner

NOTES : Joint ventures must comply the following requirements :

i) Following are the minimum qualification requirements for joint ventures:

a) The qualifying criteria parameter e.g. experience, financial resources and the fleet strength of the individual partners of the JV will be added together and the total criteria should not be less than as spelt out in para 3.0 of ITB as qualification criteria.

b) *deleted*.

ii) The formation of joint venture or change in the joint venture character/ partners after submission of the bid and any change in the bidding regarding joint venture will not be permitted.

iii) Any bid shall be signed so as to legally bind all partners jointly and severally and any bid shall be submitted with a copy of the Joint Venture Agreement (JV Agreement) providing the joint and several liabilities with respect to the contract.

iv) The pre-qualification of a joint venture does not necessarily pre-qualify any of its partners individually or as a partner in any other joint venture or association. In case of dissolution of a joint venture, each one of the constituent firms may pre-qualify if they meet all the pre-qualification requirements, subject to written approval of the employer.

v) The bid submission must include documentary evidence to the relationship between joint venture partners in the form of JV Agreement to legally bind all partners jointly and severally for the proposed agreement which should set out the principles for the constitution, operation, responsibilities regarding work and financial arrangements, participation (percentage share in the total) and liabilities (joint and several) in respect of each and all of the firms in the joint venture. Such JV Agreement must evidence the commitment of the parties to bid for the facilities applied for (if pre-qualified) and to execute the contract for the facilities if their bid is successful.

vi) One of the partners responsible for performing a key component of the contract shall be designated as Lead Partner. This authorization shall be evidenced by submitting with the bid a Power of Attorney signed by legally authorized signatories of all the partners.

vii) The JV Agreement must provide that the Lead Partner shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the Joint Venture and the entire execution of the contract shall be done with active participation of the Lead Partner.

viii) The contract agreement should be signed jointly by each Joint Venture Partners.

ix) An entity can be a partner in only one Joint Venture. Bid submitted by Joint Ventures including the same entity as partner will be rejected.

x) The JV agreement may specify the share of each individual partner for the purpose of execution of this contract. This is required only for the sole purpose of apportioning the value of the contract to that extent to individual partner for subsequent submission in other bids if he intends to do so for the purpose of qualification in the tender.

1.4 Details of experience for similar nature and complexity of work in last 7 (seven) years

Use a separate sheet for each contract.

1.	Number of contract :	5.	Contractor's role (check one) 1. Sole contractor 3. Partner in Joint venture
	Name of contract :	6.	Value of the total contract
2	Name of the employer :	7.	Date of award :
3.	Employers address :	8.	Date of completion
4.	Nature of work and special features if any :	9.	Specified requirements of work in transportation : a) Coal : b) Sand : c)OB/Matti/Middlings/Washery rejects etc.

1.5 deleted

1.6 Evidence of access to financial resources to meet the qualification requirements: Cash in hand, lines of credit and other financial means etc. sufficient to meet the transportation work cash flow (copies to be submitted and the following format to be filled up)

Source of financing	Amount in Rs.
1.	
2.	

1.7 Details of the bankers

Banker	Name of the banker	
	Address of the banker	
	Telephone	Contact name ant title
	Fax	Telex

1.8 deleted

1.9 Details of trucks/tipping trucks/pay loaders and other equipment to be used for the work :

a. Owned by the tenderer

Sl. No.	Equipment type and capacity	Registration No.(copy of registration certificate to be enclosed	Make and model	Minimum number
1				

b Owned by the others to be hired by the tenderers for this work (copy of hiring agreement is to be enclosed)

Sl. No.	Equipment type and capacity	Registration No.(copy of registration certificate to be enclosed	Make and model	Minimum number
1				

1.10 deleted

2.0 Permanent Income Tax Account No. (PAN)

3.0 DETAILS OF EARNEST MONEY/PERFORMANCE SECURITY

Details of Certified cheques /Draft / B.G.:

Amount (Rs.) :

4.0 OTHER DETAILS

(a) Details of registration/ enlistment with Government organisations/ PSUs / Subsidiaries of Coal India.

(b) Certificate of registration as per statutory requirements under Contract Labour Laws as may be applicable

(c) Certificate of registration with providend fund authorities

5.0 Acceptance by the Tenderer of conditions of contract as per Tender Documents (attach signed copies of the bid document issued to them alongwith the tender as proof of acceptance)

NOTE : Separate sheets may be attached to furnish details, if necessary.

Signature of the Tenderer

Annexure A.
(Ref. Clause- 3.2 of ITB)

Format for Affidavit:

Non-Judicial Stamp Paper.

AFFIDAVIT.

I, ..., Partner/Legal Attorney/Accredited Representative of M/S. ....., solemnly declare that:

1. We are submitting Tender for the Work…….....
.....against Tender Notice No. ..... dated……..

2. None of the Partners of our firm is relative of employee of ..... (Name of the Company)

3. All information furnished by us in respect of fulfillment of eligibility criteria and qualification information of this Tender is complete, correct and true.

4. All documents / credentials submitted along with this Tender are genuine, authentic, true and valid.

5. If any information and document submitted is found to be false/ incorrect at any time, department may cancel my Tender and action as deemed fit may be taken against us, including termination of the contract, forfeiture of all dues including Earnest Money and banning/ delisting of our firm and all partners of the firm etc.

Signature of the tenderer,

Dated .....

Seal of Notary

CONDITIONS OF CONTRACT
GENERAL TERMS AND CONDITIONS

1. DEFINITIONS :

i. The word "Company'" or "Employer" or "Owner" wherever occurs in the conditions, means the Bharat Coking Coal Limited, represented at the headquarters of the Company by the Chairman Cum Managing Director or his authorised representative or any other officer specially deputed for the purpose.

(b) The word "Principal Employer" wherever occurs, means the authorised representative or any other officer specially deputed by the Company for the purpose.

iii. The word "contractor"/"contractors" wherever occurs means the successful Bidder/Bidders who has/have deposited the necessary Earnest Money and has/have been given written intimation about the acceptance of tender and shall include legal representative of such individual or persons composing a firm or a company or the successors and permitted assignees of such individual, firm or company, as the case may be.

iv. "The Site" shall mean the site of the contract work including land and any building and erections thereon and any other land allotted by the company for contractor's use.

v. 'Accepting authority' shall mean the management of the company and includes an authorised representative of the company or any other person or body of persons empowered in this behalf by the company.

vi. A 'Day 'shall mean a day of 24 hours from midnight to midnight.

vii. Engineer-in-charge/Designated Officer-in-charge who is of an appropriate seniority will be responsible for supervising and administering the contract, certifying payment due to the contractor, valuing variations to the contract, awarding extension of time and valuing compensa-tion events. Engineer-in-charge/Designated Officer-in-charge may further appoint his represent-tatives i.e. another person/ Project Manager or any other competent person and notify to the contractor who is directly responsible for supervising the work being executed at the site, on his behalf under the Delegation of Powers of the company. However, overall responsibility, as far as the contract is concerned will be that of the Engineer-in-charge/Designated Officer-in-charge.

viii. The 'contract' shall mean the notice inviting tender, the tender as accepted by the company and the formal agreement executed between the company and the contractor together with the documents referred to therein including general terms and conditions, special conditions, if any, schedule of quantities with rates and amounts,Schedule of work.

ix. The 'works' shall mean the works required to be executed in accordance with the contract or parts thereof as the case may be and shall include all extra or additional or any work of emergent nature, which in the opinion of the Engineer-in-charge, become necessary during the progress of the works to obviate any risk or accident or failure or become necessary for security.

x. 'Schedule of Rates' referred to in these conditions shall mean the standard schedule of rates prescribed by the company and the amendments issued from time to time.

xi. 'Contract price' shall mean

xii. (a) in the case of lump sum contracts the total sum for which tender is accepted by the company.

(c) in the case of other types of contracts the total sum arrived at based on the individual rates quoted by the tenderer for the various items shown in the 'Bill of quantities' of the tender documents as accepted by the company with or without any alteration as the case may be.

xiii. 'Written notice' shall mean a notice or communication in writing and shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an office of the Corporation/Company for whom it is intended, or if delivered at or sent by registered mail to the last business address known to him who gives the notice.

2. CONTRACT DOCUMENTS :

The following documents shall constitute the contract documents :

(I) Articles of Agreement,

(ii) Notice Inviting Tender,

(iii) Letter of Acceptance of Tender indicating deviations, if any, from the conditions of contract incorporated in the Bid/Tender document issued to the bidder,

(iv) Conditions of contract, including general terms and conditions, additional terms and conditions, special conditions, if any etc. forming part of the Agreement,
(v) Scope of works/Bills of quantities and
(vi) Finalised work programme.

2.1 After acceptance of tender and on execution of contract/issue of work order to proceed with the work, as the case may be, the contractor shall be furnished, free of charge, two copies of contract documents. (certified true copies), excepting those drawings to be supplied during the progress of work. The contractor shall keep copy of these documents on the site/place of work in proper manner so that these are available for inspection at all reasonable times by the Engineer-in-charge, his representatives or any other officials authorised by the company for the purpose.

2.2 None of these documents shall be used by the contractor for any purpose other than this contract and the contractor shall ensure that all persons employed for this contract strictly adhere to this and maintain secrecy, as required of such documents.

3. **DISCREPANCIES AND ADJUSTMENTS THEREOF :**

The documents forming part of the contract are to be treated as mutually explanatory of one another.

3.1 In the event of varying or conflicting provisions made in any of the document/documents forming part of the contract, the 'Accepting Authority's decision/clarification shall hold good with regard to the intention of the document or contract, as the case may be.

3.2 Any error in description, quantity or rate in schedule or quantities or any omission therefrom, shall not vitiate the contract or release the contractor from discharging his obligations under the contract including execution of work according to the specifications forming part of the particular contract document.

3.3 Any difference detected in the tender/tenders submitted, resulting from :

a. discrepancy between description in words and figures the rate which corresponds to the words quoted by the contractor shall be taken as correct.

b. discrepancy in the amount quoted by the contractor due to calculation mistake of the unit rate and quantity, the unit rate shall be regarded as firm and amount corrected.

c. discrepancy in totaling or carry forwards in the amount quoted by the contractor shall be corrected.

The tendered sum so corrected and altered shall be substituted for the sum originally tendered and considered for acceptance instead of the original sum quoted by the tenderer along with other tender/tenders. Rounding off to the nearest rupee should be done in the final summary of the amount instead of in totals of various sections of schedule of quantities.

4. **SECURITY DEPOSIT :**

4.1. Security Deposit shall consist of two parts;

a) Performance Security to be submitted at award of work and
b) Retention Money to be recovered from running bills.

The security deposit shall bear no interest.

4.2 Performance Security should be 5% of contract amount and should be submitted within 28 days of receipt of LOA by the successful bidders in any of the form given below :

- a Bank Guarantee in the form given in the bid document
- Govt. Securities, FDR or any other form of deposit stipulated by the owner
- Demand Draft drawn in favour of Bharat Coking Coal Ltd on any Scheduled Bank payable at its Branch at Dhanbad.

The bid security deposited in the form of Bank Guarantee shall be duly discharged and returned to the contractor. The bid security deposited in the form of Demand draft shall be adjusted against the security deposit.

4.3 If performance security is provided by the successful bidders in the form of bank guarantee it shall be issued either –

(a) at Bidder's option by a nationalized/Scheduled Indian Bank or
(b) by a foreign bank located in India and acceptable to the employer.
(c) the validity of the Bank Guarantee shall be for a period of one year or ninety days beyond the period of contract, whichever is more.

Failure of the successful bidder to comply with the requirement as above shall constitute sufficient ground for cancellation of the award of work and forfeiture of the bid security.

4.4 Retention Money should be deducted at 5% from running bills. Total of performance security and Retention Money should not exceed 10% of contract amount or lesser sum indicated in the bid document.

4.5 5% Performance Security should be refunded within 60 days of thecompletion of the work.(The date of completion of work will be certified by the Engineet-in-charge).

4.6 Refund of security deposit - The refund of security deposit shall be subject to company's right to deduct/appropriate its dues against the contractor under this contract or under any other contract. On completion of the work and certified as such by the Engineer-in-charge, the security deposit remaining with the company shall be refunded. However, for contracts of more than 1(one) year period, Security Deposit accrued by paying the running bill at 95%, may be refunded annually on submission of Bank Guarantee of equivalent amount subject to satisfactory performance of the contractor during the year.

[deleted]

5. **DEVIATIONS/VARIATIONS IN QUANTITIES :**

Extent and Pricing: The quantities given in the 'Schedule of Quantities' are provisional and are meant to indicate the extent of the work and to provide a uniform basis for tendering and any variation either by addition or omission shall not vitiate the contract.

5.1 The company through its Engineer-in-charge or his representative shall, without radically changing the original scope and nature of the contracted work, have power to make any alterations in or additions to or substitution of the original and instructions that may appear to be necessary or advisable during the progress of the work. The contractor shall be bound to carry out the works in accordance with the instructions given to him in writing by Engineer-in-charge or his representative on behalf of the company.

Such altered or additional work, which shall form part of the original contract, shall be carried out by the contractor on the same conditions in all respects on which they agree to do the main works and at the same rate/rates as are specified in the contract.

5.2 If the additional or altered work includes any class of work for which no rate/rates is/are specified in the contract, rates for such items shall be determined by the Engineer-in-charge as follows:

a. the rate shall be derived from the rate/rates for similar or near similar class of work as is/are specified in the contract/tender, failing which

b. the rates shall be derived from the company's prescribed schedule of rates based on which the estimate for tendering has been prepared plus or minus the percentage by which the tendered amount for the whole work quoted by the contractor is above or below the estimated amount as per the tender documents, failing which

c. the rate shall be derived from contractor's rate claimed for such class of work supported by analysis of the rate/rates claimed by the contractor. The rate to be determined by the Engineer-in-charge as may be considered reasonable taking into account percentage of profit and overhead not exceeding ten percent or on the basis of market rates, if any, prevailing at the time when work was done.

In the case of composite tenders, where two or more schedule of quantities for similar item description may form part of the contract, the applicable rate shall be taken from the schedule of quantities of that particular part in which the deviation is involved, failing that at the lowest applicable rate for the similar item of work in the other schedule of quantities.

However, the Engineer-in-charge shall be at liberty to cancel the instruction by notice in writing and to arrange to carry out the work in such manner as he /she considers advisable under the circumstances. The contractor shall under no circumstances suspend the work on the plea of non-settlement of rates.

5.3 Alterations in the quantities shall not be considered as a change in the conditions of the contract nor invalidate any of the provision thereof provided that a supplementary work order or agreement for the item/items involved will be necessary when the alterations involved one or more of the followings:

i) An increase of more than 10% of the total cost of the work calculated from the original tendered quantities and the contract price.

ii) More than 10% deviation from original awarded value should require approval of next higher authority but total amount should be within the delegated power of the next higher authority.

5.4 The time for completion of the originally contracted work shall be extended by the company in the proportion that the additional work (in value) bears to the original contracted work (in value) as may be assessed and certified by the Engineer-in-charge.

5.5 The company through its Engineer-in-charge or his representative, on behalf of the company, shall have power to omit any part of the work for any reason and the contractor shall be bound to carry out the work in accordance with the instruction given by the Engineer-in-charge. No claim for extra charges/damages shall be made by the contractor on these grounds.

5.6 In the event of any deviation being ordered which in the opinion of the contractor changes radically the original scope and nature of the contract, the contractor shall under no circumstances suspend the work, either original or altered or substituted, and the dispute/disagreement as to the nature of deviation or the rate/rates to be paid thereof shall be resolved separately with the company.

5.7 The re-appropriation/ reallocation of the quantities may be done with the approval of Engineer-in-charge within the stipulated contract period and contract value with the approval of the approving authority of the contract. In case the approving authority is Board, then with the approval of the CMD of the subsidiary company.

6. **TIME FOR COMPLETION OF CONTRACT - EXTENSION THEREOF, DEFAULTS & COMPENSATION FOR DELAY:**

Immediately after the contract is concluded the Engineer-in-charge and the contractor shall agree upon time and progress chart prepared on the basis of a transportation schedule to be submitted by the contractor showing the order in which the work is proposed to be carried out within the time specified in the contract documents. For the purpose of this time and progress chart, the work shall be deemed to have commenced on the expiry of 10 (ten) days from the issue of letter of acceptance/work order or handing over the site of work whichever is later.

6.1 If the contractor, without reasonable cause of valid reason, commits default in commencing the execution of the work within the aforesaid date, the company shall, without prejudice to any other right or remedy, be at liberty, by giving 15 days notice in writing to the contractor to commence the work, failing which to forfeit the Earnest Money deposited by him.

6.2 In the event of the contractor's failure to comply with the required progress in terms of the agreed time and progress chart or to complete the work and clear the site on or before the date of completion of contract or extended date of completion, he shall without prejudice to any other right or remedy available under the law to the company on account of such breach, shall become liable to pay for penalty as under :

a) If the average daily progress of work during the calendar months is less than the stipulated rate indicated in the detailed tender notice, penalty as detailed below will be levied.

i) If the average daily progress of work executed during the calendar month is more than 80% and less than 100% of stipulated rate of progress, penalty equal to 10% of the contract value of the short fall in work shall be levied.

ii) If the average daily progress of work executed during the calendar month is less than 80% of stipulated rate, penalty equal to 20% of contract value of the short fall in work shall be levied.

iii) The aggregate of the penalties so levied shall not exceed 10% of the total contract value.

Penalties will be calculated every month and withheld. The contractor shall be allowed to makeup the shortfall in the succeeding three month within the stipulated time of completion once the shortfall is fully made up, the so withheld penalty will be released.

6.3 The company may waive the payment of compensation, depending upon merit of the case, on request received from the contractor if the entire work is completed within the date as specified in the contract or as validly extended without stipulating any penalty.

6.4 Extension of date of completion - on happening of any events causing delay as stated here under, the contractor shall intimate immediately in writing the Engineer-in-charge :

a. abnormally bad weather

b. serious loss or damage by fire

c. civil commotion, strikes or lockouts affecting any of the trades employed on the work

d. delay on the part of the contractors or tradesmen engaged by the company not forming part of the contract, holding up further progress of the work

e. any other causes which, at the sole discretion of the company is beyond the control of the contractor.

A "Hindrance Register" shall be maintained by both the Company and the Contractor at site to record the various hindrances, as mentioned above, encountered during the course of execution.

The contractor may request the company in writing for extension of time within 14 days of happening of such event causing delay stating also, if practicable, the period for which extension is desired. The company may, considering the eligibility of the request, give a fair and reasonable extension of time for completion of the work. Such extension shall be communicated to the contractor in writing by the company through the Engineer-in-charge within 1 month of the date of receipt of such request.

The contractor shall however use his best efforts to prevent or make good the delay by putting his endeavors constantly as may be reasonably required of him to the satisfaction of the Engineer-in-charge.

6.5 Provisional extension of time may also be granted by the Engineer in Charge during the course of execution, on written request for extension of time within 15 (fifteen) days of happening of such events as stated above, reserving the company's right to impose/ waive penalty at the time of granting final extension of time as per contract agreement.

6.6 When the period fixed for the completion of the contract is about to expire, the question of extension of the contract may be considered at the instance of the Contractor or the Company or the both. The extension will have to be by party's agreement, expressed or implied.

In case the Contractor does not apply for grant of extension of time within 15 (fifteen) days of hindrance occurring in execution of the work and the Company wants to continue with the work beyond the stipulated date of completion for reason of the work having been hindered, the Engineer-in-charge at his sole discretion can grant provisional extension of time even in the absence of application from the Contractor. Such extension of time granted by the Engineer-in-charge is valid provided the Contractor accepts the same either expressly or implied by his actions before and subsequent to the date of completion. Such extension of time shall be without prejudice to Company's right to levy compensation under the relevant clause of contract.

6.7 (a) The successful bidder/ contractor will advise, in the event of his having resort to this clause by a registered letter duly certified by the local chamber of commerce or statutory authorities, the beginning and end of the clause of delay, within fifteen days of the occurrence and cessation of such Force Majeure condition . In the event of delay lasting over one month, if arising out of Force Majeure, the contract may be terminated at the discretion of the company.

(b) For delays arising out of Force Majeure, the bidder/ contractor will not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither company nor the bidder shall be liable to pay extra costs (like increase in rates, remobilisation advance, idle charges for labour and machinery etc.) Provided it is mutually established that the Force Majeure conditions did actually exist.

(c) If any of the Force Majeure conditions exists in the place of operation of the bidder/ contractor even at the time of submission of bid he will categorically specify them in his bid and state whether they have been taken into consideration in their quotations.

7. **QUALITY ASSURANCE :**

The contractor shall carry out and complete the work in every respect in accordance with the contract and shall ensure that the work conforms strictly to the instructions of the Engineer-in-charge. The Engineer-in-charge may issue from time to time further detail instructions/directions in writing to the contractor. All such instructions/directions shall be consistent with the contract documents and should be reasonably inferable therefrom, along with clarifications/explanations thereof, if necessary.

8. **MEASUREMENT AND PAYMENT :**

Except where any general or detailed description of the work in quantities provides otherwise, measurements of work done shall be taken in accordance with the relevant standard method of measurement as applicable to the schedule of quantities/schedule of work /specification to the contract.

In the case of items not covered by any of the aforesaid contract documents, measurement shall be taken in accordance with the relevant standard method of measurement issued by the Indian Standard Institution.

8.1 All items of work carried out by the contractor in accordance with the provisions of the contract having a financial value shall be entered in the Measurement Book/Log Book, etc. as prescribed by the company so that a complete record is obtained of all work performed under the contract and the value of the work carried out can be ascertained and determined therefrom.

8.2 Measurements shall be taken jointly by the Engineer-in-charge or his authorised representative and by the contractor or his authorised representative.

8.3 Before taking measurements of any work, the Engineer-in-charge or the person deputed by him for the purpose shall intimate the contractor to attend or to send his representative to attend the measurement. Every measurement thus taken shall be signed and dated by both the parties on the site on completion of the measurement. If the contractor objects to any of measurements, a note to that effect shall be made in the Measurement Book /Log Book and signed and dated by both the parties.

8.4 In the event of failure on the part of contractor to attend or to send his authorised representative to attend the measurement after receiving the intimation, or to countersign or to record objection within a week from the date of the measurement, the measurement taken by the
Engineer-in-charge or by his authorised representative shall be taken to be the correct measurement of the work done.

8.5 Payment on Account - The contractor shall submit interim bill/bills for the work carried out/materials provided in accordance with the contract. The Engineer-in-charge shall then arrange for verification of the bill/bills with reference to the measurements taken or to be taken or any other records relevant for the purpose.

8.6 Payment on account shall be made on the Engineer-in-charge certifying the sum to which the contractor is considered entitled by way of interim payment for the work executed as covered by the bill/bills after deducting the amount already paid, the security deposit and such other amounts as may be deductible or recoverable in terms of the contract.

8.7 Any certificate given by the Engineer-in-charge for the purpose of payment of interim bill/bills shall not of itself be conclusive evidence that any work/materials to which it relates is/are in accordance with the contract and may be modified or corrected by the Engineer-in-charge by any subsequent certificate or by the final certificate.

8.8 The company reserve the right to recover/enforce recovery of any overpayments detected after payment as a result of post-payment audit or technical examination or by any other means, not withstanding the fact that the amount of disputed claims, if any, of the contractor exceeds the amount of such overpayment and irrespective of the facts whether such disputed claims of the contractor are the subject matter of arbitration or not. The amount of such overpayments may be recovered from the subsequent bills under the contract, failing that from contractor's claim under any other contract with the company or from the contractor's security deposit or the contractor shall pay the amount of overpayment on demand.

8.9 Amount payable/repayable for any subsequent change in the Sales Tax on Works Contract will be made to/ from the Contractors after departmental verification of such changes of tax law issued by Statutory authority.

9. **TERMINATION, SUSPENSION, CANCELLATION & FORECLOSURE OF CONTRACT :**

The company shall, in addition to other remedial steps to be taken as provided in the conditions of contract, be entitled to cancel the contract in full or in part, if the contractor

a makes default in proceeding with the works with due diligence and continues to do so even after a notice in writing from the Engineer-in-charge, then on the expiry of the period as specified in the notice. Or

b. commits default/breach in complying with any of the terms and conditions of the contract and does not remedy it or fails to take effective steps for the remedy to the satisfaction of the Engineer-in-charge, then on the expiry of the period as may be specified by the Engineer-in-charge in a notice in writing. Or

c. fails to complete the work or items of work with individual dates of completion, on or before the date/dates of completion or as extended by the company, then on the expiry of the period as may be specified by the Engineer-in-charge in a notice in writing. Or

d. shall offer or give or agree to give any person in the service of the company or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for act/acts of favour in relation to the obtaining or execution of this or any other contract for the company . Or

e. obtains a contract with the company as a result of ring tendering or other non-bonafide method of competitive tendering. Or

f. transfers, sublets, assigns the entire work or any portion there of without the prior approval in writing from the Engineer-in-charge. The Engineer-in-charge may be giving a written notice, cancel the whole contract or portion of it in default.

9.1 The contract shall stand terminated under the following circumstances :

a. If the contractor being an individual in the case of proprietary concern or in the case of a partnership firm any of its partners is declared insolvent under the provisions of insolvency act for the time being in force, or makes any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors amounting to proceedings for liquidation or composition under any insolvency act

b. In the case of the contractor being a company, its affairs are under liquidation either by a resolution passed by the company or by an order of court, not being a voluntary liquidation proceedings for the purpose of amalgamation or reorganisation, or a receiver or manager is appointed by the court on the application by the debenture holders of the company, if any.

c. If the contractor shall suffer an execution being levied on his/their goods, estates and allow it to be continued for a period of 21 days.

d. On the death of the contractor being a proprietary concern or of any of the partners in the case of a partnership concern and the company is not satisfied that the legal representative of the deceased proprietor or the other surviving partners of the partnership concern are capable of carrying out and completing the contract. The decision of the company in this respect shall be final and binding which is to be intimated in writing to legal representative or to the partnership concern.

9.2 On cancellation of the contract or on termination of the contractor, the Engineer-in-charge shall have powers: a. to carry out the incomplete work by any means at the risk of the contractor

b. to determine the amount to be recovered from the contractor for completing the remaining work or in the event the remaining work is not to be completed the loss/damage suffered, if any, by the company after giving credit for the value of the work executed by the contractor upto the time of cancellation less on a/c payments made till date and value of contractor's materials, plant, equipment, etc., taken possession of after cancellation.

c. to recover the amount determined as above, if any, from any moneys due to the contractor or any account or under any other contract and in the event of any shortfall, the contractor shall be called upon to pay the same on demand.

The need for determination of the amount of recovery of any extra cost/expenditure or of any loss/damage suffered by the company shall not however arise in the case of termination of the contract for death/demise of the contractor as stated in 9.1(d).

9.3 Suspension of work - The company shall have power to suspend the progress of the work any part thereof and the Engineer-in-charge may direct the contractor in writing to suspend the work, for such period and in such manner as may be specified therein, on account of any default on the part of the contractor, or for proper execution of the work for reasons other than any default on the part of the contractor, or on ground of safety of the work or part thereof. In the event of suspension for reason other than any default on the part of the contractor, extension of time shall be allowed by the company equal to the period of such suspension.

The work shall, throughout the stipulated period of contract, be carried out with all due diligence on the part of the contractor. In the event of termination or suspension of the contract, on account of default on the part of the contractor, as narrated hereinbefore, the security deposit and other dues of this work or any other work done under this company shall be forfeited and brought under the absolute disposal of the company provided, that the amount so forfeited shall not exceed 10% of the contract value.

9.4 Foreclosure of contract in full or in part - If at any time after acceptance of the tender, the company decides to abandon or reduce the scope of the work for any reason whatsoever the company, through its Engineer-in-charge, shall give notice in writing to that effect to the contractor. In the event of abandonment/ reduction in the scope of work, the company shall be liable to pay the contractor at the contract rates full amount for works executed and measured at site upto the date of such abandonment/ reduction in the work.

The contractor shall, if required by the Engineer-in-charge, furnish to him books of accounts, papers, relevant documents as may be necessary to enable the Engineer-in-charge to assess the amount payable. The contractor shall not have any claim for compensation whatsoever either for abandonment or for reduction in the scope of work, other than those as specified above.

10. **COMPLETION CERTIFICATE :**

10.1 On completion of the work and notifying the same by the contractor to the Engineer-in-Charge, Completion Certificate shall be issued by the Engineer-in-charge only in the event the work is completed satisfactorily in every respect. Payment of final bill shall be made on completion of the contract and refund of security deposit shall, however, be made as per relevant clause of the contract.

11. **RESPONSIBILITIES OF THE CONTRACTOR**

i. The company reserve the right to let other contractors in connection with the project and the contractor/contractors shall co-operate in the works for the introduction and stores and materials and execution of his/their works.

ii. The contractor/contractors shall employ only competent, skilful and orderly men to do the work. The Engineer-in-charge shall have the right to ask the contractor/contractors to remove from the work site any men of the contractor/contractors who in his opinion is undesirable and the contractor/contractors will have to remove him within three hours of such orders.

iii. Precautions shall be exercised at all times for the protection of persons (including employees) and property. The safety required or recommendation by all applicable laws, codes, statutes and regulations will be observed. In case of accidents, he/they shall be responsible for compliance with all the requirements imposed by the Workmen's Compensation Act or any other similar laws in force, and shall indemnify the company against any claim on this account.

The contractor/contractors shall at all times exercise reasonable precautions for the safety of employees in the performance of his/their contract and shall comply with all applicable provisions of the safety laws drawn up by the State or Central Government or Municipalities and other authorities in India. The contractor/contractors shall comply with the provision of the safety hand book as approved and amended from time to time by the Government of India.

iv. The contractor/contractors shall familiarise themselves with and be governed by all laws and rules of India and Local statutes and orders and regulations applicable to his/their work.

v. Building for the sanitary necessities of all persons employed on the work shall be constructed and maintained in the number, manner and place approved or ordered by the Engineer-in-charge. The contractor shall vigorously prohibit committing of nuisance at any other place. Cost of all works under these items shall be covered by the contractor's/contractors' tendered rates.

vi. The contractor/contractors shall furnish to the Engineer-in-charge or his authorised representative with work reports from time to time regarding the contractor/contractors organisation and the progress made by him/them in the execution of the work as per the contract agreement.

vii All duties,taxes and other levies payable by the contractor under the contract or any other cause as applicable on the last date of submission of the tender shall be included in the rates, prices and the total bid price submitted by the bidder. All incidentals, overheads etc. as may be attended upon execution and completion of work shall also be included in the rates, prices and total bid price submitted by the bidder.

However, such duties, taxes, levies etc. which is notified after the last date of submission of tender and / or any increase over the rate existing on the last date of submission of the tender shall be reimbursed by the company on production of documentary evidence in support of payment actually made to the concerned authorities.

viii The company reserves the right to deduct/ withhold any amount towards taxes, levies, etc. and to deal with such amount in terms of the provisions of the Statute or in terms of the direction of any

statutory authority and the company shall only provide with certificate towards such deduction and shall not be responsible for any reason whatsoever.

ix. The contractor/contractors shall make his/their own arrangement for all materials, tools, staff and labourer required for the contract, which shall include cost of lead, lift, loading, unloading, railway freight, recruiting expenses and any other charges for the completion of the work to the entire satisfaction of the company.

x. The work shall not be sublet to any other party, unless approved by Engineer-in-charge, in writing.

xi. The contractor/contractors shall not pay less than the minimum wages to the labourers engaged by him/them as per Minimum Wages Act or such other legislation or award or the minimum wages fixed by the respective State Government as may be in force.The Contractor/ Contractors shall make necessary payment of the Provident Fund for the workmen employed by him for the work as per the laws prevailing under provisions of CMPF and Allied Schemes and Miscellaneous Provisions Act 1948 or Employees Provident Fund and Miscellaneous Provisions Act 1952 as the case may be.

xii. All accounts shall be maintained in English and the company shall have the right of access and inspection of all such books of accounts etc. relating to payment of labourer considered necessary and the company may arrange for witnessing the payment to the labourer by its representatives.

xiii. **Insurance** - The contractor shall take full responsibility to take all precautions to prevent loss or damage to the works or part thereof for any reasons whatsoever (except for reasons which are beyond control of the contractor or act of God, e.g. flood, riots, war, earthquake, etc.) and shall at his own cost repair and make good the loss/damage to the work so that on completion, the work shall be in good order and condition and in conformity with the requirements of the contract and instructions of the Engineer-in-charge, if any :

a. The contractor shall at all times during the pendency of the contract indemnify the company against all claims, damages or compensation under the provisions of the Workmen's Compensation Act and shall take insurance policy covering all risk, claims, damages or compensation payable under the Workmen's Compensation Act or under any other law relating thereto.

b.The contractor shall ensure that the insurance policy/policies are kept alive till full expiry of the contract by timely payment of premiums and shall not be cancelled without the approval of the company and a provision is made to this effect in all the policies, and similar insurance policies are also taken by his sub-contractors if any. The cost of premiums shall be borne by the contractor and it shall be deemed to have been included in the tendered rate.

c. In the event of contractor's failure to effect or to keep in force the insurance referred to above or any other insurance which the contractor is required to effect under the terms of the contract, the company may effect and keep in force any such insurance and pay such premium/premiums as may be necessary for that purpose from time to time and recover the amount thus paid from any moneys due by the contractor.

12. **SETTLEMENT OF DISPUTES**

It is incumbent upon the contractor to avoid litigation and disputes during the course of execution. However, if such disputes take place between the contractor and the department, effort shall be made first to settle the disputes at the company level.

The contractor should make request in writing to the Engineer-in-charge for settlement of such disputes/ claims within 30 (thirty) days of arising of the cause of dispute/ claim failing which no disputes/ claims of the contractor shall be entertained by the company.

If differences still persist, the settlement of the dispute with Govt. Agencies shall be dealt with as per the Guidelines issued by the Ministry of Finance, Govt. of India in this regard. In case of parties other than Govt. Agencies, the redresal of the dispute may be sought in the Court of Law.

13. **DEFECTS LIABILITY PERIOD :**

deleted

SPECIALTERMS & CONDITIONS FOR TRANSPORT CONTRACT

1.00 The contractor, before starting the work, shall furnish to the General Manager/ Project Officer the list of trucks/tipping trucks/ payloaders/ equipments, proposed to be deployed for the work, with the related papers of registration, fitness certificate, permits, licenses, Insurance, driving licenses etc. for inspection. No tipping trucks/ trucks/ payloaders/ equipments shall be deployed for the work without the approval of the Project Officer/ General Manager.

2.00 The tippers/ trucks/ payloaders/ equipments, deployed in any other project of the company or any project of any subsidiary of Coal India Limited, shall not be diverted for the work without the approval of the company. Similarly, the tipping trucks/trucks/ payloders/ equipments deployed for the work shall not be diverted to any other project without the approval of the General Manager.

3.01 The contractor shall deploy adequate number of tipping trucks/ equipments for the satisfactory execution of the work.

3.02 Only tipping trucks with mechanical unloading arrangements shall be deployed by the contractor and in no case "Dala" trucks shall be deployed or permitted to be deployed for the work of coal transportation.

3.03 Only tipping trucks in good and safe condition having valid fitness certificate permits/ licences etc. and in respect of which the required taxes/ fees have been deposited and which are properly covered by insurance, shall be deployed for the work.

The company shall have the right to inspect or arrange inspection of the vehicles/ equipments deployed by the contractor for the work at any time and declare any vehicle/ equipment unsafe and ask for its immediate withdrawal from the site/ operation. The contractor shall ensure prompt/ immediate compliance of the same.

3.04 The contractor shall at his own cost, arrange for regular checking/ maintenance/ repair of the tipping trucks/ equipment and keep them in good and safe conditions at all times.

Proper records of such checking/ maintenance/ repair shall be maintained in a Log Book kept on the vehicle for the purpose, which shall be readily available for inspection whenever required.

3.05 Only experienced, skilled and disciplined drivers of sound health, good behavior and antecedents having valid and requisite driving licence shall be deployed by the contractor for driving the tipping trucks/trucks/ pay loaders/equipments deployed for the work.

In no case any un-authorised driving of the tipping trucks or operation of payloaders/ equipments shall be permitted by the contractor.

3.06 The tare-weight, gross weight, maximum carrying capacity of the truck and the dimensions of the body of the truck shall be clearly indicated on the body of each tipping trucks deployed for the work and maintained in good legible condition, at all times.

3.07 No addition or alteration to the size of the body or any such truck shall be carried out, without prior approval of the Project Officer/ General Manager.

The trucks shall be loaded only upto the maximum carrying capacity and shall not be overloaded under any circumstances.

3.08 The re-appropriation/ reallocation of the quantities may be done with the approval of Engineer-in-charge within the stipulated contract period and contract value with the approval of the approving authority of the contract. In case the approving authority is Board, then with the approval of the CMD of the subsidiary company.

4.00 No manual workers shall be engaged by the contractor for loading/ unloading of the trucks or loading of wagons, under any circumstances whatsoever.

5.0 The contractor shall bring/ take back and arrange for the transportation of the trucks/ equipments/ men and materials required for the work at his own cost.

6.00 Contractor's trucks should ply only on specified routes/ roads. In case, plying of the trucks on any other route/ road become necessary, due to any reason, prior approval for the same shall be taken by the contractor from the Project Officer/ General Manager. In case of violation of this provision penalty may be imposed on the contractor and/ or the contract terminated.

7.00 The work shall be executed round the clock on all the days of week as directed by the Project Officer/ General Manager and the contractor shall be obliged to comply with the same.

8.00 The contractor shall not have any claim whatsoever for the idleness of his tipping trucks/ trucks/ payloaders/ equipments/ employees for want of coal or non-availability of departmental equipment or lack of space available at the unloading site or any dislocation en-route and/ or for any other reason.

9.01 The contractor shall at his own cost arrange for all materials, stores, spares, tools, tackles etc. and maintenance/ repairs of the tipping trucks/ payloaders/ equipments required/ deployed for the work. The company shall have no liability whatsoever on this account.

9.02 In emergent situations and provided the contractor makes an application in this regard, POL, if available with the company, may at the sole discretion of the company, be issued to him with the approval of the General Manager but value of the same alongwith the handling/ departmental charges as per the then prevailing rules of the company shall be charged from him or recovered from his bills/ security deposit.

10.00 The contractor shall maintain proper records in English/ Hindi of the trucks/ equipments/ persons, etc. deployed for the work, work done, daily attendance of the employees, payment to the employees etc. and the Company shall have the right of access to and inspection of these records or to call for any or all these records or ask the contractor to submit such reports as it considers necessary and the contractor shall be bound to comply with such instructions.

11.00 The Company shall have no responsibility/ liability whatsoever for any accident/ damage to the contractor's vehicle/ equipments in transit or while engaged in the work.

12.00 The contractor shall familiarise himself and fully comply with the provisions of all the Acts/ Rules/ Regulations/ Bye-laws and orders of the Local authority/ Municipality/State Govt./Central Govt. applicable to the worker. Mines Act, Payment of Wages Act, Motor Vehicle Act, Workmen's Compensation Act, etc. and shall be fully responsible and liable for due observance of the same. The company shall have no responsibility/ liability whatsoever on these accounts, and the contractor shall fully indemnify the Company against any claim/ dispute/ reference Award, etc. arising out of the same.

13.00 If the Company suffers any loss on account of suspension of production or idleness of its equipments/ employees or on any other account or damage to its property, due to any failure on the part of the contractor or due to any act of omissions or commission on the part of his representative/ employees or from the trucks/ equipments of the contractor, the value of the same as assessed by the Company, shall be recovered from the contractor's bill/ security deposit. The decision of the company in this regard shall be final and binding on the contractor.

14.01 Where wagons are being weighed at the loading end, payment for coal/middlings transported to the siding/ CHP (where wagons are being loaded), loading of the tipping trucks by the Contractor's payloader (s), picking, breaking and wagon loading by Contractor's payloader (s),
shall be made on the basis of the RR weight of coal/middlings despatched, duly re-conciled with the measured opening and closing stocks at the siding/ CHP every month and after effecting deductions of penalties/ recoveries as per terms & conditions of this contract.

14.02 (i) Where wagons are not being weighed at the loading end, payment for the items of work stated in above shall be made on the basis of the actual weight of coal received by the Power Houses/ consignees as per the weighment of the wagons at their end, duly reconciled with measured opening and closing stocks at the siding/ CHP every month.

(ii) If in the case of wagons not being weighed at the loading end, the payment is made by any consignee on the basis of RR weight, the contractor (s) shall be paid accordingly.

(iii) In the case of wagons not being weighed at the loading end, 90% payment for items of work stated in 14.01 above, shall be made provisionally on the basis of RR weights. Balance payment shall be made after reconciliation, as explained in (i) above and effecting deduction of penalties/ recoveries as per terms & conditions of this contract.

14.03 In the case of coal transportation from face to stock if the trucks/tipping trucks are not being weighed, payment shall be made on volumetric measurement of the coal transported, converted to weight, taking 40 cft as one tonne, (irrespective of the fact that any other conversion factor is adopted by the Company for any other purpose), duly reconciled with the measured opening and closing stocks for the month and off-take from stock to the siding/ CHP as per 14.01/14.02 above and payment shall be made to the contractor (s) accordingly.

14.04 In case two or more contractors are engaged for the transportation work, the re-conciled total quantity for the month arrived at in 14.01/14.02 & 14.03 above shall be distributed between the transporting contractors, in proportion of the number of trips performed by each, during the month or in any other manner which the General Manager considers more appropriate.

14.05 In case there is mixed contractual and departmental transportation to stock/CHP/Siding, the quantity transported departmentally shall be separated to arrive at the quantity transported contractually for 14.01/14.02 & 14.03 above.

15.00 In case two or more contractors are engaged on picking/ breaking and wagon loading, the distribution of the reconciled quantity for the month, arrived at in clause 14.01, 14.02 & 14.03 above.

16.00 In case of transportation of coal to the Washery, payment shall be made on the basis of the actual quantity received at the Washery, as per weighment of the trucks at the washery end, subject to such verification as the General Manager may consider necessary and appropriate.

In case the washery weighbridge goes out of order, the Project Officer shall make alternative arrangement for weighment of the trucks or the weight at the loading end shall be taken as the weight of coal received at the washery, subject to such checking/ verification as the Project Officer/ General Manager may deem necessary.

17.00 In case the weighbridge of the loading end goes out of order or is not available, the Project Officer/General Manager shall make alternative arrangement for weighment of the trucks or such arrangement (s) as he considers necessary to ensure that all coal loaded at the loading end reaches the destination.

18.00 In case the trucks are being weighed both at the loading end as well as unloading end, the figures of weighment at both the ends shall be reconciled every month in respect of each contractor and if there is any shortage of coal received at the unloading end, the value of coal found short, will be deducted at double the then prevailing rate including all royalty, cess, from the security deposit of the transporting contractor (s) concerned or otherwise, specifically mentioned in work order/agreement.

19.00 No payment shall be made to the coal transporting contractor for stone/ shale/ bands/ extraneous materials segregated at the siding/ coal handling plant/ stock/ washeries in the process of despatching coal to consumers.

20.00 If the work of transportation/ removal of picked out band/ shale/ stone/ extraneous materials/ overburden/ washery rejects is contracted out payment for the same shall be made on the basis of volumetric measurement of trucks, duly verified against the volumetric measurement of such materials at the site of unloading where weighment of such materials is not possible.

21.00 In case two or more contractors are engaged for loading of wagons at any siding, the allocation of wagons to be loaded by each of them will be decided by the Project Officer/ General Manager, which will be final and binding on each contractor.

22.00 Wagons supplied at the siding shall be loaded by the wagon contractor (s) within the free loading time given by the Railways, which may vary from time to time.

23.01(i) If the demurrage of wagons occur due to less availability of coal at the siding because of less transportation of coal, the contractor transporting coal shall be held responsible and liable for the same and the demurrage charges incurred shall be recovered from him.

(v) If the demurrage is due to failure on the part of two or more coal transporting contractors the demurrage charges shall be apportioned by the General Manager/ Project Officer, amongst the concerned contractors as he considers appropriate and his decision in the matter shall be final and binding on each of these contractors.

23.02 (i) If the demurrage occurs due to failure on the part of wagon loading contractor the demurrage charges incurred shall be recovered from the wagon loading contractor.

(ii) In case there are two or more contractors for wagon loading, the contractor who has not completed the loading of all the wagons allotted to him, within the free loading time, shall be held responsible and liable for the demurrage and demurrage charges for the full rake shall be recovered from him.

(iii) In case demurrage of any rake occurs due to failure on the part of two or more wagon loading contractors, demurrage charges for the rake shall be recovered in proportion of the number of wagons allotted to each of them for loading.

23.03 (i) If the demurrage of wagons occurs due to failure on the part of the picking and breaking contractor, for not making available adequate quantity of clean and sized coal free from stone/ shale/ extraneous materials, he shall be liable for the demurrage charges incurred and the same shall be recovered from him.

(ii) In case the demurrage occurs due to failure of two or more picking/ breaking contractors, the demurrage charges shall be apportioned in the manner as considered appropriate by the Project Officer/ General Manager and his decision shall be final and binding on each of the concerned contractors.

24.01 The wagon loading contractor (s) shall be also responsible for cleaning of the siding tracks/ between the line and on both sides of the same, leveling of coal loaded into the wagons and lime washing on the top of the same, in respect of the wagons allotted to him/ each of them.

In case any rake is put on demurrage/ any penalty is imposed on the company for failure on the accounts, the same shall be recovered from the contractor/s concerned.

24.02 In case any derailment of wagons occurs due to non-cleaning of the tracks by the wagon loading contractor (s) the charges/ penalties for the same levied by the Railways as also the demurrage charges for the same shall be recovered from the defaulting contractor (s).

24.03 All such charges/ penalties shall be apportioned between the defaulting contractors, as the General Manager thinks fit and reasonable and his decision in all the above cases shall be final and binding on the contractors concerned.

25.00 In order to ensure proper loading of wagon, the loading contractor shall ensure loading upto proper level keeping in view the stipulated carrying of the wagons and the loading will be done as per directions of Colliery/ Project/ Area officials responsible for the supervision of the loading of wagons at siding.

26.00 The wagon-loading contractor shall load clean coal free from stone/ shale/ bands/ extraneous materials and of stipulated size.

27.00 The daily rate of transportation shall be about the yearly quantity divided by the number of working days in the year ± 30% but the contractor may be called upon to transport still more/still less quantity and no claim whatsoever shall lie against company on account of such variations. The contractor/s shall make necessary arrangements and ensure transportation of coal, etc. on daily basis, as advised by the General Manager/ Project Officer.

28.00 In case a contractor falls to deploy adequate number of payloaders, the company may, without any reference to the contractor, deploy its own payloader/s and or make alternative arrangements for loading of the wagons/trucks for which double the wagon/ truck loading charges payable to the contract/s, for the quantity loaded by the Company's Payloader/s of extra expenditure incurred by the Company on alternative arrangement made shall be recovered from the contractor.

29.01 The Contractor shall post adequate number of competent, experienced, skilled and disciplined persons having good antecedents for satisfactory execution of the work. A list of all such persons shall be kept in the office of the contractor and a copy of the same shall be furnished to the General Manager/Project Officer as and when required. All these persons shall be in the direct employment and under direct administrative control of the contractor and the management shall have no responsibility/ liability whatsoever in this regard.

29.02 The contractor shall issue an identity card /employment card to each employee with photograph duly attested by him which the employee shall always carry with him, while on work & produce for inspection whenever required.

30.00. the contractor shall not engage any person of less than 18 yrs of age or females during night hrs as required by the relevant law.

31.01 The contractor shall pay to his employees salary and wages as per Law of the Land applicable to the workmen of the colliery/ washery where he is working under this contract.

31.02 The contractor shall make payment to his employees at the place (s) specified by the General Manager/Project Officer and in the presence of Company's representative authorised by General Manager/Project Officer who shall duly witness all payments by the contractor to his employees. For this purpose the contractor shall notify to the General Manager/ Project Officer the wage period (s) day/ date and time of payment.

31.03 The contractor shall prepare the wages sheet for his employees in duplicate, a copy of which shall be regularly submitted to the Project Officer.

32.01 The contractor shall make timely payment of all salary/ wages/ dues to his employees and shall also provide all benefits to his employees as per various Acts/Rules, Regulations, Orders applicable to the work e.g. bonus under Coal Mines Bonus Scheme and Payment of Bonus Act. Sunday Wages, Overtime, Holiday Wages, Leave Wages, Sick Leave etc.

32.02 The contractor shall also comply with the provisions of the Coal Mines Provident Fund Scheme and regularly deposit the contributions in accordance with the same. The Company shall have no liability whatsoever in this regard.

33.00 The responsibility of the contractor in respect of all payments to his employees will be complete and absolute. The Company shall have no liability whatsoever in this regard and shall be fully indemnified by the Contractor against any claim arising out of any non-payment/ short- payment/ dispute/ award.

34.00 The contractor shall arrange for the training of his employees in accordance with the Mines Vocational Training Rules, 1966 as amended from time to time, at his own cost.

35.00 In case any accident occurs or any injury is caused to any employee of the Company by the vehicles/equipments of the contractors or by any act of omission/ commission on the part of the contractor's representative/ employees, the compensation for the same, as provided in law or as assessed by the company shall be recovered from the contractor alongwith the costs and expenses incurred by the company on the same.

36.00 The contractor shall provide foot-wears, helmets and other protective equipments, to his employees as provided in the law, at his own cost. In case of failure on the part of the contractor to provide these Protective equipments, the company may provide the same to the employees at the cost of the contractor.

37.0 **PAYMENT OF PRICE VARIATION:** If the prices of Diesel increases or decreases, the contractor shall be compensated for such increase or recoveries shall be made from the dues of the contractor for such decrease as per provisions detailed below and the amount of the contract shall accordingly be varied, subject to the condition that such compensation for variation in prices shall be available only for the work done during the stipulated period of the contract including such period for which the contract is validly extended under the provisions of the contract without any penal action. If the contract is to be extended beyond the stipulated period for completion of the work due to fault on the part of the contractor, escalation on prices should not be allowed further if not provided otherwise in the accepted contract. Where the contract period is upto 6 months, no compensation for price variation will be paid. Where the contract period is more than 6 months, compensation for price variation in the price of diesel only will be paid/ recovered as per escalation formula provided in the Special Terms & Conditions. Such compensation for variation in the prices when due shall be worked out based on the following provisions:

37.01 Where the contract period is more than 6 months, compensation for price variation will be paid/ recovered.

37.02 The base date for working out such price variation shall be the last date on which tenders were stipulated to be received.

37.03 The contractor shall submit certified copy of price of Diesel from retail outlet of IOC/BP etc. nearest to the worksite, as the case may be.

37.04 Applicability of price variation (Summarised Position):

Item of Work	Contract Period : Less than 6 months	Contract Period More than 6 months.
Transportation (Coal)	NIL	Price variation on diesel
Transportation (Sand)	NIL	-do--
Wagon loading/ Loading of Coal	NIL	-do-
OB removal (Loading & Transportation)	NIL	-do-
OB Rehandling (Loading & Transportation)	NIL	-do-
Drilling in Coal	NIL	-do-
Drilling in OB	NIL	-do-
Truck loading of sand (Mechanised)	NIL	-do-

37.05 Escalation Clause

The impact of escalation relating to changes in the diesel & labour costs subject to adjustment up or down may be worked out in accordance with the formula

$$P_n = \frac{P_0}{100}\left\{ a + b\frac{D_n}{D_0} + c\frac{W_n}{W_0} \right\}$$

Where in

P_n = New rate applicable to various operations

P_0 = Old rate applicable to various operations

D_n = New Diesel Price

D_0 = Old diesel Price

W_n = New wage (absolute) or All India Consumer Price Index Number for industrial workers as published by Labour Bureau, "Ministry of Labour, Govt of India"

W_0 = Old wage (absolute) or All India Consumer Price Index Number for industrial workers as published by Labour Bureau, "Ministry of Labour, Govt of India"

a, b, c are constants which can be adopted from enclosed Table – 1 at page 31 for respective operations.

FORM OF AGREEMENT

(on Non Judicial Stamp Paper)

Agreement No.

This agreement, made the _____ day of _____200…between _____ _____ (name and address of the Employer) (hereinafter called "the Employer" and _____ (name and address of the Contractor) (hereinafter called "the Contractor" of the other part)

Whereas the Employer is desirous that the Contractor execute _____ _____ (name and identification number of Contract) (hereinafter called "the Works") and the Employer has accepted the Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH as follows :

1. In this agreement , works and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this agreement.

2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby convenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.

3. The Employer hereby convenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of the defects wherein the Contract price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

4. The following documents shall be deemed to form and be read and construed as part of this Agreement , viz. :

(i) Letter of Acceptance ;
(ii) Notice to proceed with the work ;
(iii) Contractor's Bid
(iv) Conditions of Contract
(v) Specifications
(vi) Drawings
(vii) Bill of Quantities and
(viii) Any other document listed in the bid document/ Contract as forming part of the contract

IN witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written

The Common Seal of _____

was hereunto affixed in the presence of : _____

Signed, Sealed and Delivered by the said _____

in the presence of : _____

Binding Signature of Employer _____

Binding Signature of the Contractor _____

Under Jurisdiction of Dhanbad Court only.

PROFORMA OF BANK GUARANTEE IN LIEU OF BID SECURITY / EARNEST MONEY.

To
M/s. Bharat Coking coal Limited,
Koyla Bhawan, Dist : Dhanbad- 826005.
Dear Sir,

In consideration of the "Bharat Coking coal Limited" having its Registered Office at Dhanbad (hereinafter called " the Company" which expression shall unless repugnant to the subject or context includes its successors and assigns) having agreed to accept from M/s ---------- having its registered office at ---------- (herein after called 'the said tenderer" which expression shall unless repugnant to the subject or context includes its successors and assigns) a Bank Guarantee from a Nationalised /Scheduled Bank in lieu of deposit of Bid Security/ Earnest money in Cash/Bank draft for the due fulfillment of the terms and conditions contained in the tender No---------- dated----------, we ---------- Bank (hereinafter referred to as the Bank) having its office ---------- do hereby undertake to pay to the company an amount not exceeding Rs---------- on demand by the company for the reason of any breach by the tenderer of any of the terms and conditions contained in the said Tender. The decision of the company as to whether any such breach having been committed by the tenderer shall be final and binding on us.

1. We---------- Bank do hereby undertake to pay an amount due and payable under this guarantee without any demur merely on a demand from the company stating that the amount claimed is due from the tenderer for the reason of breach by the said tenderer of any of the terms and conditions contained in the said tender or for the reason of the tenderer failing to keep the Tender valid. Any such demand made on the Bank shall be conclusive. As regards the amount due and payable by the Bank under this Guarantee shall be restricted to an amount not exceeding Rs----------.
2. We, the said Bank further agree that the Guarantee herein contained shall come into force from the date hereof and shall remain in full force and effect till a demand or claim under this guarantee is made on us in writing on or before the---------- . We shall discharge from all liability under this Guarantee thereafter.
3. We, the said Bank lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the company in writing and agree that any change in the constitution of the said tenderer or the Bank shall not discharge our liability hereunder,
4. This Guarantee is issued by Sri---------- who is authorised by the Bank.

Dated ,this ---------- day of ---------- 200

Signature of the authorised person

For and on behalf of the Bank.

Place:

Under Jurisdiction of Dhanbad Court only.

PROFORMA OF BANK GUARANTEE FOR PERFORMANCE

To,

_____

Re: Bank Guarantee in respect of contract No----------

Dated----------between ----------(Name of the company)

And---------- (Name of the contractor).

M/s ---------- (Name and address of the contractor)(herein after called "the contractor") has entered into a contract dated ----------(herein after called the said contract) with M/s ---------- (Name of the company) (hereinafter called "the company") to execute ----------(name of the contract and brief description of work) on the terms and conditions contained in the said contract.

It has been agreed that contractor shall furnish the Bank guarantee from a Nationalised / Scheduled Bank for a sum of Rs---------- as security for due compliance and performance of the terms and conditions of the said contract.

The---------- (name of the Bank) having its office at_____ has at the request of the contractor agreed to give the Guarantee hereinafter contained.

We, the---------- Bank (hereinafter called "the Bank") do hereby unconditionally agree with the company that if the contractor shall in any way fail to observe or perform the terms and conditions of the said contract or shall commit any breach of its obligation there under, the Bank shall on demand and without any objection or demur pay to the company the said sum of Rs.----------or such portion as shall then remain due with interest without requiring the company to have recourse to any legal remedy that may be available to it to compel the Bank to pay the sum , or calling on the company to compel such payment by the contractor.

Any such demand shall be conclusive as regards the liability of the contractor to the company and as regards the amount payable by the Bank under this Guarantee. The Bank Shall not be entitled to withhold payment on the ground that the contractor has disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between the company and the contractor regarding the claim.

We,the ---------- Bank further agree that the Guarantee shall come into force from the date hereof and shall remain in force and effect till the period that will be taken for the performance of the said contract which is likely to be---------- day of ---------- but if the period of contract is extended either pursuant to the provisions in the said contract or by mutual agreement between the contractor and the company the Bank shall renew the period of the

Bank Guarantee failing which it shall pay to the company the said sum of Rs.---------- or such lesser amount of the said sum of Rs--------- as may be due to the company and as the company may demand. The Guarantee shall remain in force until the dues of the company in respect of the said sum of Rs---------- and interest are fully satisfied and the company certifies that the contract has been fully carried out by the contractor and discharged the guarantee.

The Bank further agrees with the company that the company shall have the fullest liberty without consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said contract or to extend time for performance of the said contract from time to time or to postpone for any time or from time to time any of the powers exercisable by the company against the contractor and to forbear to enforce any of the terms and conditions relating to the said contract and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to the contractor or to any forbearance, act or omissions on the part of the company or any indulgence by the company to the contractor or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect or relieving or discharging the Guarantor.

The Bank further agrees that in case this guarantee is required for a longer period and it is not extended by the Bank beyond the period specified above, the Bank shall pay to the company the said sum of Rs ---------- or such lesser sum as may then be due to the company and as the company may require.

Not withstanding anything contained herein the liability of the Bank under this Guarantee is restricted to Rs---------- the guarantee shall remain in force till the day ---------- of ---------- and unless the Guarantee is renewed or claim is preferred against the Bank within six months from the said date all rights of the company under this Guarantee shall cease and the Bank shall be relieved and discharged from all liabilities hereunder except as provided in the preceding clause.

The Guarantee will not be discharged due to the change in the constitution of the Bank or the contractor.

The Bank has under its constitution power to give this Guarantee and Shri---------- who has signed it on behalf of the Bank has authority to do so.

Dated this---------- day of ---------- 200

Signature of the authorised Person.

For and on behalf of the Bank.

Place:

Under Jurisdiction of Dhanbad Court only.

Following table enumerates the value of a,b,c applicable to respective operations

Lead (Km)	a	b	c
Coal Transportation			
At Face			
0-1	53.90	33.90	12.20
1-2	44.75	46.52	8.73
2-3	41.52	51.19	7.29
3-4	40.07	53.28	6.65
4-5	38.34	55.76	5.90
At surface			
0-1	53.21	34.47	12.32
1-2	42.89	49.00	8.11
2-3	38.33	55.23	6.43
3-4	36.43	58.01	5.55
4-5	36.77	57.83	5.40
5-6	37.21	57.42	5.37
6-7	36.79	57.85	5.36
7-8	36.92	57.75	5.33
8-9	36.18	58.50	5.32
9-10	36.83	57.80	5.37
10-11	36.18	58.50	5.32
11-12	35.88	58.75	5.37
12-13	35.33	59.38	5.29
13-14	35.03	59.78	5.19
14-15	34.63	60.19	5.18
15-16	34.94	59.78	5.28
16-17	34.98	59.74	5.28
17-18	34.99	59.72	5.28
18-19	35.01	59.66	5.33
19-20	35.19	59.45	5.36
20-21	35.41	59.19	5.40
21-22	35.13	59.41	5.45
22-23	35.23	59.25	5.52
23-24	35.20	59.29	5.52
24-25	35.32	59.14	5.54
Loading by payloader			
Coal Face	43.81	51.01	5.18
Surface miner	42.94	51.91	5.16
Stock pile	43.57	51.12	5.31

INTEGRITY PACT

Between

BHARAT COKING COAL LIMITED(BCCL) hereinafter referred to as "The Principal"

And

……..hereinafter referred to as "The Bidder/Contract"

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for ----------. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

In order to achieve these goals, the Principal cooperates with the renowned international Non-Governmental Organisation "Transparency International" (TI). Following TI's national and international experience, the Principal will appoint an external independent Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.

The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.

The Principal will exclude from the process all known prejudiced persons.

If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder/Contractor

The Bidder/Contractor commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

The Bidder/Contractor will not commit any offence under the relevant Anti-corruption Laws of India; further the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts

I f the Bidder, before contract award has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

The Bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

If the Bidder/Contractor can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

Section 4 – Compensation for Damages

If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to 3 % of the value of the offer or the amount equivalent to Earnest Money Deposit/Bid Security, whichever is higher.

If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

3. The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount or the liquidated damages, the Bidder/Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 – Previous transgression

The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 – Equal treatment of all Bidders/Contractor/Subcontractors

1. The Bidder/Contractor undertakes to demand form all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.

2. The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.

3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidders/Contractors/Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 – External Independent Monitor/Monitors

(three in number depending on the size of the contract)

(to be decided by the Chairperson of the Principal)

1.The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.

3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.

4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.

7. Monitor shall be entitled to compensation on the same terms as being extended to/provided to Outside Expert Committee members/Chairman as prevailing with Principal.

8. If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

9. The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chairperson of the Principal.

Section 10 – Other provisions

1.This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.

2.Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

3.If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.

4.Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intensions.

---------- ----------

For the Principal For the Bidder/Contractor

Place…… Witness 1 : ……

Date …… Witness 2 : ……

BHARAT COKING COAL LIMITED

(A SUBSIDIARY OF COAL INDIA LIMITED)

CONTRACT MANAGEMENT CELL

KOYLA BHAWAN, KOYLA NAGAR,
DHANBAD – 826005

PART – II Contains 3 (Three) page

PRICE BID

(In sealed cover)

Job No. Kusunda Area/ CS/ 09/ 5 of 5 Yrs

NAME OF WORK : Transportation of coal from different sources to different destinations including allied jobs at Kusunda Area

NIT No : BCCL/ CMC/ F- NIT / 2009/594 dated 06.05.09

CORRIGENDUM NO- BCCL/CMC/F-NIT-Corrg/Kusunda/2009/630 dt 13.05.09

PARTICULARS

1. NAME OF TENDERER :

2. ADDRESS OF TENDERER :

3. OWNERSHIP STATUS OF THE TENDERER :

4. NAME OF PERSON/ OFFICIAL
(with designation) authorized to submit price bid

5. AMOUNT OF EARNEST MONEY DEPOSIT : as per NIT

6. DATE OF OPENING OF TENDER : As per NIT

Signature of the Officer
Issuing Tender Papers.

NAME OF WORK : Transportation of coal from different sources to different destinations including allied jobs at Kusunda Area

NIT No : BCCL/ CMC/ F- NIT / 2009/594 dated 06.05.09

CORRIGENDUM NO- BCCL/CMC/F-NIT-Corrg/Kusunda/2009/630 dt 13.05.09

WORK PERIOD : 60 Months

BILL OF QUANTITY

Sl. No.	Particulars	Quantity (in tonne)	Quoted Rates (in Rs./ tonne) both in figure and words	Quoted amount (Rs.)
1.	Transportation of coal on the specified route by tippers including unloading of coal up to a lead slab as indicated including cost of all materials and labour etc. complete job as per direction of engineer – in-charge			
	(i) From F/B KDS II Sidg to KDS-II Sidg **Lead slab 00 to 01 KM.**	30,24,000.00		
	(ii) From Basuria UG Stock to KDS-II Sidg **Lead slab 02 to 03 KM.**	80,000.00		
	(iii) From Godhur UG to KDS II Sidg **Lead slab 05 to 06 KM.**	2,40,000.00		
	(iv) From Kusunda OC (Hiring) to F/B KDS II Sidg **Lead slab 08 to 09 KM.**	11,76,000.00		
	(v) From Dhansar UG 1 Pit to KDS II Sidg **Lead slab 08 to 09 KM.**	3,33,200.00		
	(vi) From Dhansar /VOCP to F/B KDS II Sidg **Lead slab 10 to 11 KM.**	18,48,000.00		

Contd on 3

SIGNATURE OF TENDERER

Job No. Kusunda Area/ CS/ 09/ 5 of 5 Yrs

NAME OF WORK : Transportation of coal from different sources to different destinations including allied jobs at Kusunda Area

NIT No : BCCL/ CMC/ F- NIT / 2009/594 dated 06.05.09

CORRIGENDUM NO- BCCL/CMC/F-NIT-Corrg/Kusunda/2009/630 dt 13.05.09

WORK PERIOD : 60 Months

BILL OF QUANTITY (Contd)

Sl. No.	Particulars	Quantity (in tonne)	Quoted Rates (in Rs./ tonne) both in figure and words	Quoted amount (Rs.)
2.	Loading of coal into tippers by payloader including cost of all materials, labour and ancillary works etc. complete job as per direction of engineer – in- charge.	36,77,200.00		
4.	Loading of coal into wagons by payloader at siding including cost of all materials, labour and ancillary works etc. complete job as per direction of engineer – in-charge.	36,77,200.00		
TOTAL AMOUNT (in figure)				
TOTAL AMOUNT (in words)				

Note : The quoted offer should be exclusive of **Service Tax .** Notwithstanding the provisions as stipulated at clause 11.vii of General Terms & Condition of the tender document, if Service Tax is legally payable by the tenderer in relation to this contract, the same shall be reimbursed by BCCL on production of documentary evidence of having made such payment.

SIGNATURE OF TENDERER